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BEFORE THE
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III

IN THE MATTER OF:

Delaware Sand and Gravel Superfund
Site

Allied-Signal Inc.,
American Cyanamid Company
Amoco Chemical Corporation,
The Budd Company,
Champlain Cable Corporation,
Chrysler Corporation,
Congoleum Corporation,
The Diamond State Telephone Company,
E.I. du Pont de Nemours & Co., Inc.,
Esschem, Inc.
General Motors Corporation,
Hercules Incorporated,
ICI Americas, Inc.,
Johnson Controls Battery Group, Inc.,
Motor Wheel Corporation,
Occidental Chemical Corporation,
SCA Services, Inc.,
SCM Corporation
Standard Chlorine of Delaware, Inc.,
Tyco Laboratories, Inc.,
Waste Management of Delaware, Inc.,
Witco Corporation,

Respondents

Proceeding Under Sections 106(a)
and 122(a) of the Comprehensive
Environmental Response, Compens-
ation, and Liability Act of 1980,
as amended by the Superfund
Amendments and Reauthorization
Act of 1986, 42 U.S.C. §§ 9606(a)
and 9622(a)

Docket No. III-92-24-DC

I hereby certify that the
within is a true and correct copy
of the original Consent Order
filed in this matter.

Maria Parisi Vichea
Attorney for U.S. EPA

AR200141

TABLE OF CONTENTS

I.	JURISDICTION AND GENERAL PROVISIONS.	1
II.	STATEMENT OF PURPOSE	1
III.	EPA'S FINDINGS OF FACT	2
IV.	EPA'S CONCLUSIONS OF LAW	6
V.	EPA'S DETERMINATIONS	7
VI.	PARTIES BOUND	8
VII.	NOTICE TO THE STATE	8
VIII.	RESPONSE ACTION PLAN DEVELOPMENT AND IMPLEMENTATION .	9
IX.	DESIGNATED PROJECT COORDINATORS	14
X.	QUALITY ASSURANCE	24
XI.	ACCESS	15
XII.	DISPUTE RESOLUTION	17
XIII.	DELAY IN PERFORMANCE AND STIPULATED PENALTIES	18
XIV.	FORCE MAJEURE AND NOTIFICATION OF DELAY	20
XV.	RESERVATION OF RIGHTS	22
XVI.	OTHER CLAIMS	23
XVII.	OTHER APPLICABLE LAWS	23
XVIII.	EFFECTIVE DATE AND SUBSEQUENT MODIFICATION	23
XIX.	LIABILITY OF THE UNITED STATES GOVERNMENT	24
XX.	INDEMNIFICATION AND HOLD HARMLESS	25
XXI.	REIMBURSEMENT OF COSTS	25
XXII.	CERTIFICATION OF COMPLIANCE	25
XXIII.	SHIPMENT OF HAZARDOUS SUBSTANCES	26
XXIV.	DEFINITIONS	27
XXV.	TERMINATION AND SATISFACTION	28

XXVI. NO ADMISSION OF LIABILITY	28
XXVII. COVENANT NOT TO SUE	28
XXVIII. CONTRIBUTION PROTECTION	29

ADMINISTRATIVE ORDER BY CONSENT
FOR REMOVAL ACTION

The parties to this Administrative Order by Consent ("Consent Order" or "Order"), those parties named as Respondents above and listed in Exhibit A attached hereto, and the United States Environmental Protection Agency ("EPA"), having agreed to the entry of this Consent Order, it is therefore Ordered, that:

I. JURISDICTION AND GENERAL PROVISIONS

1.1 This Consent Order is issued pursuant to the authority vested in the President of the United States by Sections 106(a) and 122(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), 42 U.S.C. §§ 9606(a) and 9622(a), delegated to the Administrator of EPA by Executive Order No. 12580, 52 Fed. Reg. 2923 (January 29, 1987), and further delegated to the Regional Administrators of EPA. This Consent Order pertains to the Delaware Sand and Gravel Superfund Site which is located on Grantham Lane, two miles southwest of the town center of New Castle, New Castle County, Delaware. The Delaware Sand and Gravel Superfund Site will hereinafter be referred to as "the Site", and is further described in paragraph 3.4 below.

1.2 The Respondents agree to undertake all actions required by, and comply with all requirements of this Consent Order, including any modifications hereto [the "Work"].

1.3 The Work shall be consistent with the National Oil and Hazardous Substances Pollution Contingency Plan, as amended ("NCP"), 40 C.F.R. Part 300, and CERCLA.

1.4 The Respondents consent to and will not contest EPA's authority or jurisdiction to issue or to enforce this Consent Order.

II. STATEMENT OF PURPOSE

2.1 In entering into this Consent Order, the mutual objectives of EPA and Respondents are to conduct a removal action, as defined in Section 101(23) of CERCLA, 42 U.S.C. § 9601(23), to abate, mitigate and/or eliminate the release or threat of release of hazardous substances at the Site, by containing the migration of hazardous substances from the Site through the construction of a slurry wall around the Drum Disposal Area and by designing a multi-layer cap for the Inert Area, among other tasks, as described in paragraph 8.3 below and the attached Statement of

AR200144

Work ("SOW"). The multi-layer cap shall meet the performance standards of the selected alternative in the April 22, 1988, Record of Decision ("ROD") and will address potential migration into groundwater and direct contact threats, if hazardous substances exist in the Inert Area.

III. EPA'S FINDINGS OF FACT

3.1 The corporate/legal entity status of each Respondent is identified in Exhibit A which is attached hereto and incorporated into the Findings of Fact of this Consent Order.

3.2 The Respondents Allied Signal, Inc., American Cyanamid Company, Amoco Chemical Corporation, The Budd Company, Champlain Cable Corporation, Chrysler Corporation, Congoleum Corporation, The Diamond State Telephone Company, Esschem, Inc., E.I. du Pont de Nemours & Co., Inc., General Motors Corporation, Hercules Incorporated, ICI Americas, Inc., Johnson Controls Battery Group, Inc., Motor Wheel Corporation, Occidental Chemical Corporation, SCM Corporation, Standard Chlorine of Delaware, Tyco Laboratories, Inc., and Witco Corporation, arranged by contract, agreement or otherwise, for the transportation and/or disposal of hazardous substances at the Site.

3.3 The Respondents SCA Services, Inc. and Waste Management of Delaware, Inc. transported and/or disposed of hazardous substances at the Site by entering into a contract, agreement or otherwise with certain Respondents listed in paragraph 3.2 above.

3.4 The Site consists of approximately 27 acres located on Grantham Lane, about 2 miles southwest of the town center of New Castle, New Castle County, Delaware. From approximately 1963 through 1976, hazardous substances were disposed of at the Site. The Site contains at least four areas where hazardous substances have been disposed: the Drum Disposal Area, Inert Disposal Area, Ridge Area, and Grantham South Area. Army Creek, a tributary of the Delaware River, borders the Site to the north and west. This Consent Order focuses on the Drum Disposal and Inert Areas. A map of the Site, showing the Drum Disposal and Inert Areas, is attached to this Consent Order as Exhibit B.

AR200145

3.5 On or about September 9, 1968, the Delaware Water and Air Resource Commission issued to the Delaware Sand and Gravel Company, the owner and operator of the Site, a Certificate of Approval for a sanitary landfill which allowed for the disposal of cardboard, wire, pallets, corkdust, and styrofoam in the solid waste landfill.

3.6 During 1970, the Delaware Department of Natural Resources and Environmental Control ("DNREC") issued a Solid Waste Disposal Permit for continued operation of the Site as a solid waste landfill, effective from 1971 to 1976.

3.7 DNREC inspected the Site during 1975 and installed groundwater monitoring wells around the Site because DNREC suspected that leachate from the landfill had impacted the groundwater. Due to improper operating procedures at the Site, which included poor cover and compaction of the disposed materials on site, DNREC took a civil enforcement action against the Delaware Sand and Gravel Company during 1976 which resulted in the closure of the landfill.

3.8 During 1987, DNREC suspected that an estimated 7,500 drums containing industrial liquids and sludges from perfume, plastic, paint, and petroleum refining processes had been emptied into an unlined pit of approximately 3/4 of an acre in size and approximately 15 feet deep at the Site. This unlined pit became known as the Drum Disposal Area.

3.9 The Site was proposed for listing on the National Priorities List ("NPL") in October 1981. Pursuant to Section 105 of CERCLA 42 U.S.C. § 9605, EPA placed the Site on the NPL, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 8, 1983 (48 Fed. Reg. 40658).

3.10 During December 1983, a Superfund Site Investigation ("SI") was performed by EPA. Based on the results of the SI, EPA initiated a removal action in the Drum Disposal Area during March 1984. As part of the removal action, 1,644 drums, many of which were intact, were recovered and disposed of by EPA. The remaining drums were covered with top soil and hydroseeded. A fence was then constructed around the perimeter to restrict unauthorized access to the Drum Disposal Area.

3.11 On April 22, 1988, a ROD was finalized for the Site.

3.12 On or about July 30, 1991 the EPA Region III Removal Branch performed an inspection of the Drum Disposal Area. EPA inspectors observed that the fence surrounding the Drum Disposal Area had been breached and that tire tracks from recreational vehicles were on top of the pit which indicated that unauthorized

AR200146

entry had been made into the Drum Disposal Area. Several seeps were also observed on top of the Drum Disposal Area.

3.13 On October 18, 1991, EPA issued an Administrative Order (Docket No. III-91-71-DC) pursuant to Section 106(a) of CERCLA, to Respondents which required the Respondents to construct a fence around the Drum Disposal Area to preclude access to the Drum Disposal Area. The fence was constructed by Respondents within the timeframes specified in the Order. The fence which had been constructed by EPA in 1983 around the perimeter of the Drum Disposal Area had been breached and broken apart by trespassers and wildlife.

3.14 EPA is currently completing a Superfund remedial pre-design investigation of the Site. To date, the pre-design investigation has been undertaken at the Drum Disposal Area in two stages. During the summer of 1990 Stage One of the investigation was performed by EPA and included a magnetometer survey of the Drum Disposal Area to delineate the boundaries of the drum burial area, the excavation of six test pits at the perimeter of the Drum Disposal Area, and soil boring exploration at the perimeter of the Drum Disposal Area. The purpose of Stage One of the investigation was to define the horizontal and vertical extent of contamination in the Drum Disposal Area, and to determine the condition and the estimated quantity of wastes from drums in the Drum Disposal Area.

3.15 During Stage One of the pre-design investigation six test pits were excavated at the perimeter of the Drum Disposal Area to further delineate the boundaries of the Drum Disposal Area. Buried, intact drums were found in these test pits at depths up to fifteen feet. Twenty-three soil borings were planned for the perimeter and interior of the Drum Disposal Area in order to determine the horizontal and vertical extent of contamination. Eight soil borings were drilled around the perimeter of the Drum Disposal Area with the remaining fifteen soil borings planned for the interior of the Drum Disposal Area. The fifteen interior soil borings were canceled, due to safety concerns, when intact drums were encountered during the test pit excavation. As a result, the fifteen borings planned for the interior were placed around the perimeter of the Drum Disposal Area along with the eight borings originally planned for the perimeter. It had previously been considered feasible to extend borings into the Drum Disposal Area without drum removal, because of the reported piercing and draining of these drums prior to disposal, making the likelihood of finding intact waste containing drums remote. However, the discovery of intact drums in the test pits rendered any soil boring exploration in the Drum Disposal Area a safety hazard.

AR200147

3.16 Laboratory analysis of the perimeter test pit and boring samples detected elevated concentrations of methylene chloride, toluene, xylene, ethylbenzene, chloroform, styrene, trichloroethene and PCBs. Other volatile and semi-volatile compounds were also detected. All sampling results from the Stage One perimeter test pits and borings are listed in Exhibit C attached to and incorporated by reference into this Consent Order.

3.17 The wastes in the Drum Disposal Area are currently located in what is geologically known as the Columbia Formation. The Columbia Formation is comprised of sandy silts, silty sands, and fine to coarse-grain sand with varying amounts of silt, clay, and pea-sized gravels. During Stage One of the pre-design investigation, approximately 3.7 feet of fluid was discovered in the Drum Disposal Area above the Upper Potomac Clay Layer. The Upper Potomac Clay Layer rests beneath the Drum Disposal Area and the Columbia Formation.

3.18 Based on the results of the Stage One Investigation, Stage Two of the pre-design Investigation was modified to include the excavation of two trenches, one on the north and one on the south side of the Drum Disposal Area, to create two drum-free areas into which borings could safely be extended to characterize the soils and wastes beneath the drums in the Drum Disposal Area. Stage Two activities were performed during January and February of 1991.

3.19 During Stage Two of the pre-design investigation, two trenches were extended from the perimeter of the Drum Disposal Area to approximately 30 feet into the Drum Disposal Area. Sixty-four (64) intact or waste-containing drums were removed. Additional drums were to be removed at that time but trenching was stopped when the depth of water encountered in the excavation area made it difficult to proceed further. All sixty-four (64) drums were placed into overpack containers to contain any leakage from the drums. Of the sixty-four (64) drums overpacked, twenty (20) had to be overpacked into special overpacks to accommodate badly warped drums. During the trenching, rusted and leaking drums were encountered one to two feet below the surface and down to a depth of fifteen (15) feet. Many laboratory packs were found within buried, partially open drums. Leaking of drum contents was evident as indicated by stained soils. Upon completion of the trenching, drum removal, and trench sampling activities, the trenches were backfilled with clean fill.

3.20 It is evident from borings drilled during the pre-design investigation beneath and along the perimeter of the Drum Disposal Area that fluids from the pit area are leaching through the Columbia Formation sediments to the top of a relatively

AR200148

impermeable clay unit which caps the underlying Potomac Clay Formation. The fluids then move horizontally ("sheet flow") on top of the Potomac Clay unit discharging through a zero clay area into the Upper Potomac aquifer.

3.21 During July 1991, the contractor, McLaren/Hart, working for the Respondents, sampled thirty-three (33) of the sixty-four (64) drums which had been staged at the Site by EPA during Stage Two of the pre-design investigation. Thirty-four samples were taken and analyzed for volatile organic compounds, semi-volatile organic compounds, metals, pesticides, and PCBs. Major substances of concern which were detected include: methylene chloride, naphthalene, toluene, benzene, 2-butanone (MEK), ethylbenzene, styrene, phenol, and Aroclor-1254. A complete summary showing average concentrations of all hazardous substances detected is set forth in Exhibit D, attached hereto, and incorporated by reference.

3.22 Based on the information described above, EPA determined on or about March 22, 1992, that a threat to public health or welfare or the environment exists at the Site and that a removal action is warranted.

3.23 Methylene chloride, 2-butanone (MEK), benzene, naphthalene, toluene, phenol, styrene, ethylbenzene, and polychlorinated biphenyls, including Aroclor-1254, (PCBs) are listed as hazardous substances at 40 C.F.R § 302.4, and may have various adverse effects on human health and the environment.

IV. EPA'S CONCLUSIONS OF LAW

4.1 The Delaware Sand and Gravel Superfund Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4.2 Respondents are "persons" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

4.3 "Hazardous substances", as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), have been disposed of at the Site and are currently present there.

4.4 The presence of hazardous substances at the Site and the past, present, and/or potential migration of hazardous substances from the Site constitutes an actual and/or threatened "release" as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

4.5 Respondents Allied-Signal Inc., American Cyanamid Company, Amoco Chemical Corporation, The Budd Company, Champlain Cable Corporation, Chrysler Corporation, Congoleum Corporation, The

Diamond State Telephone Company, Esschem, Inc., E.I. du Pont de Nemours & Co., Inc., General Motors Corporation, Hercules Incorporated, ICI Americas, Inc., Johnson Controls Battery Group, Inc., Motor Wheel Corporation, Occidental Chemical Corporation, SCM Corporation, Standard Chlorine of Delaware, Inc., Tyco Laboratories, Inc., and Witco Corporation, are "persons" who by contract, agreement, or otherwise arranged for disposal, or arranged with a transporter for disposal, of hazardous substances owned or possessed by such persons, at the Site, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

4.6 Respondents Waste Management of Delaware, Inc. and SCA Services, Inc. are "persons" who accepted hazardous substances for transport for the purpose of disposing of hazardous substances at the Site within the meaning of Section 107(a)(4) of CERCLA, 42 U.S.C. § 9607(a)(4).

4.7 Each Respondent listed in paragraphs 4.5 and 4.6 above is liable under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

V. EPA'S DETERMINATIONS

Based on the Findings of Fact and Conclusions of Law set forth above, and upon EPA's review of information for the Administrative Record, EPA has determined that:

5.1 The actual and/or threatened release of hazardous substances from the Drum Disposal Area may present an imminent and substantial endangerment to the public health or welfare or the environment.

5.2 The Work is necessary to protect the public health and welfare and the environment.

5.3 Because there is a threat or potential threat to public health or welfare or the environment, a removal action is appropriate to abate, minimize, stabilize, mitigate or eliminate the release or threat of release of hazardous substances at or from the Drum Disposal Area.

5.4 EPA has determined that the Respondents are qualified to conduct the Removal Action within the meaning of §104 of CERCLA and will carry out the Removal Action properly and promptly if the Respondents comply with Section VIII of this Consent Order.

5.5 EPA's approval of actions taken pursuant to this Consent Order shall constitute a determination by EPA that the activities performed pursuant to this Consent Order are consistent with the NCP and CERCLA provided such activities are conducted in compliance with the requirements of this Consent Order and are in conformity with all approvals made by EPA pursuant to this Consent Order, including all modifications.

VI. PARTIES BOUND

6.1 This Consent Order shall apply to and be binding upon EPA and its agents, and upon Respondents and their agents, successors, and assigns. Neither a change in ownership or corporate or partnership status of Respondents, nor a change in ownership or control of the Site shall in any way alter Respondents' responsibilities under this Consent Order.

6.2 Respondents shall provide a copy of this Consent Order to all primary contractors and/or, supervisory personnel, subcontractors, laboratories and consultants retained by Respondents to conduct any portion of the Work to be performed by Respondents pursuant to this Consent Order. Respondents shall require in any and all contracts related to this Site that the work that is the subject of such contract be performed within the time and in the manner set forth in this Consent Order.

6.3 The undersigned representative of each Respondent certifies that he or she is fully authorized to enter into the terms of this Consent Order and to execute and legally bind such Respondent to this Consent Order.

6.4 Respondents are jointly and severally liable for compliance with the provisions of this Order. All references to "Respondents" herein shall mean each and every Respondent, both collectively and individually. The failure by one or more of the Respondents to comply with all or any part of this Order shall not in any way excuse or justify noncompliance by any other Respondent. Further, the compliance by one or more Respondents with all or part of this Order shall not in any way excuse or justify noncompliance by any other Respondent.

VII. NOTICE TO THE STATE

7.1 Notice of issuance of this Consent Order has been given to the State of Delaware, pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a). To the extent practicable EPA shall provide reasonable prior notice of meetings concerning the Site to the

AR200151

State, and shall afford the State the opportunity to attend such meetings.

**VIII. RESPONSE ACTION PLAN DEVELOPMENT
AND IMPLEMENTATION**

8.1 Respondents shall commence and complete performance of the following Work set forth in paragraph 8.3, and detailed in the attached Statement of Work, within the time periods specified herein.

8.2 Within ten (10) business days of the effective date of this Consent Order, Respondents shall notify EPA in writing of the identity and qualifications of the contractor, subcontractor, supervisory personnel, and other persons who will be primarily responsible for developing the Response Action Plan ["RAP"] required by this Section. Respondents shall further notify EPA in writing of the identity and qualifications of all contractors, subcontractors, supervisory personnel, and other persons who will conduct all or any portion of the Work no less than five (5) days prior to commencement of the Work to be performed by such persons. All contractors, subcontractors, supervisory personnel and/or other persons retained to perform Work shall meet the applicable Occupational Safety and Health Administration ("OSHA") requirements as defined in 29 C.F.R. § 1910.120. All contractors, subcontractors, supervisory personnel, and other persons who will perform Work; the Respondents' Project Coordinator designated pursuant to Section IX; and any replacements to any such persons are subject to disapproval by EPA at any time. In the event of any such disapproval by EPA, Respondents shall notify EPA within five (5) calendar days of receipt of such EPA disapproval of the person(s) who will replace the one(s) disapproved by EPA. EPA retains the right to disapprove of Respondents' Project Coordinator if EPA determines that any such Project Coordinator is not qualified or is otherwise unable to perform those portions of the Work for which he/she has been retained, provided that approval by the EPA shall not be unreasonably withheld. EPA's determination shall not be subject to the dispute resolution procedures in Section XII. Persons disapproved by EPA shall not perform any of the Work for which they were disapproved.

8.3 Respondents shall accomplish the following items as outlined below and detailed in the attached Statement of Work:

- a. Provide for Site security which will preclude access to unauthorized personnel while Work is implemented, subject to Section XI ("Site Access");

- b. Provide fire protection and prevention plans appropriate to the Work;
- c. Construct a slurry wall around the Drum Disposal Area to prevent hazardous substances from migrating from the Drum Disposal Area to the Upper Potomac Aquifer ("Slurry Wall");
- d. Design a multi-layered cap for the Inert Area;
- e. Submit a plan for EPA approval to handle contaminated soils removed during the construction of the slurry wall in a safe manner;
- f. Remove and properly dispose of, or treat water contaminated with hazardous substances generated as a result of the above activities to levels which comply with applicable law;
- g. Provide site specific health and safety measures, including preparation and implementation of a plan ("HASP"), for Site activities required for subparagraphs a through i, above, to protect the health and safety of workers, other personnel and the public from the hazardous substances and work-related health and safety hazards during performance of the Work specified herein. The HASP shall, as appropriate, provide for proper decontamination of personnel and equipment, monitoring and control of off-site migration of hazardous substances from the Site and protection of public health from overexposure to hazardous substances during the conduct of activities at the Site pursuant to this Order. Applicable sections of the HASP shall be at least as stringent as the Occupational Safety and Health Administration and EPA requirements including, but not limited to 29 C.F.R. § 1910.120;
- h. Obtain a Hazardous Waste Generator Identification Number; and
- i. Develop and follow an expeditious schedule for implementation of the RAP.

8.4 Within forty-five (45) business days of the effective date of this Consent Order, Respondents shall submit to EPA for approval a RAP detailing the response actions to be implemented for the items specified in paragraph 8.3 above. The RAP shall include, among other things, a schedule for expeditious performance of such response actions. The RAP shall be consistent with the NCP and shall be subject to approval by EPA

according to the provisions of paragraphs 8.5 and 8.9 below.

8.5 EPA will review the RAP and notify the Respondents of EPA's approval or disapproval of the RAP. In the event of disapproval, EPA will specify the deficiencies in writing. The Respondents shall respond to and correct the deficiencies identified by EPA and resubmit the RAP to EPA within ten (10) business days of receipt of EPA disapproval or such longer time as may be specified by EPA in its discretion. Exercise of EPA's discretion with respect to such period shall not be subject to the dispute resolution procedures set forth in Section XII of this Consent Order. Approval, disapproval and/or modification by EPA of the subsequent RAP submission shall be according to the provisions of paragraph 8.9 below.

8.6 Within five (5) business days of receipt from EPA of written approval to proceed with implementation of the EPA-approved RAP, the Respondents shall begin implementation of such RAP in accordance with the RAP and the schedule therein, and shall further complete implementation of such RAP in accordance with the RAP and schedule therein. In the event EPA determines that any Work performed is deficient, and EPA requires Respondents to correct or re-perform such Work pursuant to this Consent Order, prior to performing any such work itself, EPA shall notify the Respondents in writing of the deficiencies in the Work and what must be done to complete the Work, referencing the specific portions of the RAP. Respondents shall correct or re-perform such Work in accordance with a schedule provided by EPA. Nothing in this paragraph 8.6 shall be construed to limit EPA's rights as set forth in paragraph 15.2 herein, or in any way in taking action at the Site in the event of an imminent and substantial endangerment to the public health or welfare or the environment.

8.7 Beginning thirty (30) calendar days subsequent to the date of receipt of EPA approval of the RAP and every month thereafter, or such longer interval as may be determined in writing by the EPA Project Coordinator designated pursuant to Section IX, and until EPA advises Respondents that the Work is complete, the Respondents shall provide EPA with a progress report for each preceding monthly period. The progress reports shall include, at a minimum: 1) a description of the Work completed and the actions that have been taken toward achieving compliance with this Consent Order, including measures to prevent pollution as described in paragraph 8.3(e) above; 2) a description of all data anticipated and activities scheduled for the next monthly period; 3) a description of any problems encountered or anticipated; 4) any actions taken to prevent or mitigate such problems; 5) a schedule for when such actions will be completed; 6) copies of all analytical data received during the reporting period; and 7)

AR200154

all modifications to the Work, RAP and schedule made in accordance with Section XV to this Consent Order during the reporting period.

8.8 Documents, including plans, reports, sampling results and other correspondence to be submitted pursuant to this Consent Order shall be sent by certified or express mail to the EPA Project Coordinator designated pursuant to Section IX.

8.9 All reports, plans, approval letters, specifications, schedules and attachments required by this Consent Order are subject to EPA approval and shall be deemed incorporated into this Consent Order upon approval by EPA. In the event of conflict between this Consent Order and any document attached to, incorporated in or enforceable hereunder, the provisions of this Consent Order shall control. In the event that EPA disapproves any required submission, EPA will (1) specify the deficiencies in writing and/or (2) submit its own modifications to Respondents. Respondents shall amend and submit to EPA a revised submission that responds to and corrects the specified deficiencies within fifteen (15) business days of receipt of EPA disapproval or such longer time as may be specified by EPA in its discretion. Exercise of EPA's discretion with respect to such period shall not be subject to the dispute resolution procedures set forth in Section XII of this Consent Order. In the event that EPA submits its own modifications to Respondents, the Respondents are hereby required to implement such modifications. Any non-compliance with EPA-approved reports, plans, specifications, schedules, attachments, or submission of deficient revisions following EPA disapproval, or non-compliance with EPA required modifications in the case of subsequent disapprovals as specified in this paragraph shall be considered a failure to comply with a requirement of this Consent Order. Determination(s) of non-compliance will be made by EPA.

8.10 In addition to the reports required by this Order, Respondents shall provide to EPA, upon written request, any and all information and documents in any of their possession, custody or control resulting from and/or pertaining to Work performed by Respondents including, but not limited to, analytical data (including raw data), Site safety data, Site monitoring data, operational logs, copies of all hazardous waste manifests (including copies of all hazardous waste manifests signed upon receipt of the hazardous wastes by a licensed treatment, storage or disposal facility), the identity of treatment, storage and/or disposal facilities used, the identity of transporters used, the identity of any contractors, subcontractors and supervisory personnel used, information and documents concerning Respondents' compliance with Quality Assurance and Quality Control requirements of this Consent Order, information and documents

AR200155

relating to Respondents' efforts to secure access, and information and documents relating to any project delays. Nothing herein shall be interpreted as limiting the inspection and information-gathering authority of EPA under Federal law.

8.11 Within thirty-five (35) calendar days of the date Respondents conclude they have completed implementation of the RAP, Respondents shall submit a written report to EPA so notifying EPA. The written report shall detail the work undertaken to implement the RAP, including a description of measures undertaken to prevent pollution in accordance with paragraph 8.3(e) of this Order, and shall be certified by Respondents in accordance with the terms of paragraph 22.1(b) below. EPA will review the adequacy of Respondents' implementation of the RAP and accomplishment of the work items specified in paragraph 8.3 above. EPA will notify Respondents, in writing, of any deficiencies and the actions required to correct such deficiencies. Respondents shall develop an additional plan or amend the existing RAP to address such deficiencies and perform such corrective actions in a manner consistent with the NCP and all applicable Federal laws and regulations. Any additional plan or amendment to the RAP will be subject to the approval procedures in paragraphs 8.5 and 8.9 above.

8.12 Respondents shall not handle or remove any hazardous substances from the Site except in conformance with the terms of this Consent Order and all applicable Federal, State and local laws and regulations, as required by the NCP.

8.13 Respondents shall not commence any Work provided for in Section 8.3 except in conformance with the terms of this Consent Order. Respondents shall not commence implementation of the RAP developed hereunder until receiving written EPA approval to proceed. No Respondent shall interfere in any way with the performance of Work in accordance with this Order by any other Respondent(s), nor may any Respondent impede or prevent any other Respondent from reasonable access to any area of the Site to comply with the requirements of this Order.

8.14 Respondents shall immediately notify EPA's Project Coordinator and the National Response Center [(800) 424-8802] in the event of any action or occurrence during the pendency of this Consent Order which causes a release reportable under § 103 of CERCLA.

AR200156

8.15 In the event that EPA believes that response actions or other current activities at the Site by Respondents are causing or may cause a release or potential release of hazardous substances or are a threat to public health or welfare or to the environment, EPA may at its discretion, immediately halt or modify such response actions or other activities to eliminate or mitigate such actual or potential release or threat.

IX. DESIGNATED PROJECT COORDINATORS

9.1 Respondents shall designate a Project Coordinator and shall notify EPA of their designated Project Coordinator no later than five (5) calendar days after the effective date of this Consent Order. Designation of a Project Coordinator shall not relieve Respondents of their obligations to comply with all requirements of this Order. The Respondents' Project Coordinators shall be a technical and/or managerial representative of the Respondents and may be a contractor and/or consultant; provided, however, the Respondents' Project Coordinator shall not be their legal representative in this matter. The Project Coordinators for EPA designated pursuant to this Section and the Project Coordinator for the Respondents shall be responsible for overseeing the Work. To the maximum extent possible, communications between the Respondents and EPA and all documents concerning the activities performed pursuant to the terms and conditions of this Consent Order, including plans, reports, approvals, and other correspondence, shall be directed to the Project Coordinators.

9.2 The Project Coordinators for EPA are:

Eric Newman, (3HW25)
Remedial Project Manager
U. S. Environmental Protection Agency
841 Chestnut Building
Philadelphia, PA 19107
(215) 597-0910

Christopher P. Thomas (3HW33)
On-Scene Coordinator
U.S. Environmental Protection Agency
Removal Enforcement Section
841 Chestnut Building
Philadelphia, PA 19107
(215) 597-4458

9.3 Respondents shall have the right to change their Project Coordinator. Such a change shall be accomplished by notifying the EPA Project Coordinator in writing at least five (5) calendar days prior to the change.

AR200157

9.4 EPA shall have the right to change its Project Coordinator at any time without prior notice to Respondents. EPA's intent is to notify Respondents as soon as practicable following any such change of its Project Coordinator.

9.5 The absence of the EPA Project Coordinator from the Site shall not be cause for the stoppage or delay of Work except when such stoppage or delay is specifically required by EPA.

9.6 The EPA Project Coordinator shall have the authority to halt or modify Work or other activities performed by Respondents at the Site to eliminate a release or threat of release of hazardous substances. Such direction by the EPA Project Coordinator may be given verbally or in writing. If such direction is given verbally, the EPA Project Coordinator will later memorialize such direction in writing.

X. QUALITY ASSURANCE

10.1 The Respondents shall use quality assurance, quality control, and chain of custody procedures in accordance with the "EPA NEIC Policies and Procedures Manual" dated May 1978, revised November 1984, EPA Document 330/9-78-001-R and "Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans," December 1980, QAMS-005/80 and "QA/QC Guidance for Removal Activities", April 1990, EPA/540/G-90/004, while conducting all sample collection and analysis activities required by this Consent Order. The Respondents shall consult with EPA in planning for, and prior to, all sampling and analysis required by the approved RAP. The Respondents shall use a laboratory(s) which has a documented Quality Assurance Program that complies with EPA guidance document QAMS-005/80.

XI. ACCESS

11.1 As of the effective date of this Consent Order, Respondents shall provide to EPA and its employees, agents, consultants, contractors, and other authorized and/or designated representatives, for the purposes of conducting and/or overseeing the Work, access to all property owned or controlled by Respondents wherein Work must be undertaken. Such access shall permit EPA and its employees, agents, consultants, contractors, and other authorized and designated representatives to conduct all activities described in paragraph 11.3 of this Consent Order. As of the effective date of this Consent Order, Respondents represent that they own and control no property wherein Work must be undertaken.

AR200158

11.2 To the extent that property wherein Work must be undertaken is presently owned or controlled by parties other than Respondents, the Respondents shall use their best efforts to obtain Site access agreements from the present owners. Such access agreements shall be finalized within ten (10) calendar days after receiving EPA's written approval to proceed. Such agreements shall provide reasonable access for Respondents and their employees, agents, consultants, contractors and other authorized and designated representatives to conduct the Work, and for EPA and its designated representatives to conduct the activities outlines in paragraph 11.3 below. In the event that any property owner refuses to provide such access or access agreements are not obtained within the time designated above, whichever occurs sooner, the Respondents shall notify EPA, in writing, within five (5) calendar days of receiving EPA's written approval to proceed, of all efforts to obtain access and the circumstances of the failure to obtain such access. EPA may then take steps to provide such access. Respondents shall reimburse the United States for all costs incurred in obtaining access which are not inconsistent with the NCP. Best efforts shall include agreement to reasonable conditions for access and/or the payment of reasonable fees.

11.3 EPA and its employees, agents, contractors, consultants and other authorized and designated representatives shall have the authority to enter and freely move about the location where the response actions and/or work is being performed at all reasonable times for the purpose of, inter alia: inspecting Work, inspecting records, operating logs, and contracts related to the Site; reviewing the progress of the Respondents in carrying out the terms of this Consent Order; conducting such tests as EPA deems necessary; using a camera, sound recording or other documentary type equipment; and verifying the data submitted to EPA by the Respondents. The Respondents shall permit such persons to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, in any way pertaining to the Work.

11.4 The Respondent may withhold those records and documents covered by any privilege or protection under federal law applied by federal courts in actions commenced by the United States. In the event that the Respondent withholds a document as privileged, the Respondent shall provide EPA with the title of the document, the date of the document, the name(s) of the author(s) and addressee(s)/ recipients(s), a description of the nature of the document, and identification of the privilege(s) asserted, except that this Order does not require Respondent to provide identification of experts to the extent that such identification is privileged under federal law.

AR200159

11.5 No such claim of confidentiality or privilege shall be made to any data required to be submitted pursuant to this Order, including, but not limited to sampling, analytical, monitoring, hydrogeologic, scientific, chemical or engineering data, or documents or information evidencing conditions at or around the Site, such as the Emergency Measures Plan, weekly reports, final reports, and record review information. Nor shall such claims be made for analytical data, Site safety data, Site monitoring data, operational logs, hazardous waste manifests, identities of treatment, storage and/or disposal facilities used, identities of transporters used, and identities of any contractors and subcontractors used which information is required to be submitted pursuant to this Order.

11.6 Notwithstanding any provision of this Consent Order, EPA retains all of its access and information-gathering authorities and rights under CERCLA and any other applicable statute or regulation.

XII. DISPUTE RESOLUTION

12.1 The parties of this Consent Order shall attempt to resolve expeditiously and informally any disagreements concerning implementation of this Consent Order or any Work required hereunder. In the event that a dispute is not resolved expeditiously through informal means, the resolution of such dispute concerning this Consent Order between the Respondents and EPA shall be conducted in accordance with this Section.

12.2 Except as provided elsewhere in this Consent Order, if the Respondents object to any EPA notification of deficiency, disapproval or other EPA action taken pursuant to this Consent Order, including billings for oversight costs, the Respondents may invoke dispute resolution by notifying EPA in writing of their objection(s) within fourteen (14) calendar days of receipt of such notification or action. Such notification shall constitute "initiation of Dispute Resolution procedures" for purposes of this Consent Order.

12.3 EPA and the Respondents shall have fourteen (14) calendar days from the receipt by EPA of the notification of objection to reach agreement. If agreement cannot be reached on any issue within this fourteen (14) day period, EPA will provide a written statement of its decision to the Respondents. This decision will state the basis or rationale of the decision outlining the areas of disagreement. If Respondents desire further clarification they may request a conference. Receipt of such statement of decision by Respondents shall constitute "resolution" of the dispute as that term is used in this Consent Order, unless

AR200160

Respondents make a written objection within five (5) days of receipt of the decision. If a written objection is filed by the Respondents, the dispute shall be resolved by the appropriate Branch Chief, Hazardous Waste Management Division, Region III, after Respondents have had an opportunity to consult with the appropriate Branch Chief. The final determination shall be made by the appropriate Branch Chief in writing and submitted to Respondents. Respondents' obligations under this Consent Order shall not be tolled by submission of any objection for dispute resolution under this Section XII.

12.4 In order to prevail in any dispute regarding oversight costs, Respondents must demonstrate that the costs have been calculated incorrectly or have been incurred in a manner inconsistent with the NCP.

12.5 Following resolution of the dispute, as provided by this Section, Respondents shall perform the Work that was the subject of the dispute in accordance with the agreement reached or EPA's decision. To the extent that Respondents do not prevail upon resolution of any dispute involving contested costs, Respondents shall remit to EPA within fourteen (14) calendar days of receipt of such resolution, all outstanding oversight costs determined to be owed to EPA, including any accrued interest, as specified in paragraph 13.1 below. Respondents' compliance with EPA's decision shall not be deemed a waiver of any rights, defenses, claims or positions they may have in subsequent proceedings, whether with EPA or any other person or entity.

12.6 Notwithstanding any other provisions of this Consent Order, no action or decision by EPA pursuant to this Consent Order shall give rise to any right to judicial review except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h), or unless EPA initiates judicial action to compel compliance with this Consent Order.

12.7 While a matter is under dispute, stipulated penalties will accrue but need not be paid until resolution of the dispute.

XIII. DELAY IN PERFORMANCE AND STIPULATED PENALTIES

13.1 Except with respect to any extensions agreed to by the Respondents and EPA in accordance with Section XVIII of this Consent Order, and except for delays and noncompliance otherwise excused by EPA in accordance with the provisions of this Consent Order, for each day, or portion thereof, that Respondents fail to comply with any requirement of this Consent Order at the time and in the manner set forth herein, the Respondents shall be liable upon demand to EPA for the sums set forth below as stipulated

AR200161

penalties. Checks shall be made payable to the "Hazardous Substance Superfund" and checks shall be transmitted to:

U.S. Environmental Protection Agency, Region III
Attention: Superfund Accounting
P.O. Box 360515
Pittsburgh, PA 15251-6515

Payment shall be made by cashier's or certified check within thirty (30) calendar days of receipt of demand. Interest at the rate of the current annualized treasury bill rate shall begin to accrue on the unpaid balance at the end of the thirty day period in accordance with 4 C.F.R. § 102.13. A copy of the transmittal letter shall be sent to the EPA Project Coordinator. A copy of the transmittal letter and check shall be sent to: EPA Region III Hearing Clerk (3RC00), 841 Chestnut Building, Philadelphia, PA 19107.

13.2 Stipulated penalties shall accrue in accordance with the following schedule:

1. Failure to submit a report, plan or document or failure to comply with the requirements of this Consent Order shall result in the following penalties: \$1,000 per day per violation for one to seven days, and \$1,500 per day per violation for each day thereafter;
2. Failure to submit monthly progress reports at the time required pursuant to this Consent Order shall result in the following penalties: \$1,000 per day per violation for one to seven days and \$2,000 day per violation for each day thereafter;
3. Failure to submit major deliverables at the time required pursuant to this Consent Order, which include the Preliminary Design Report (30% completion) and Pre-Final/Final Design Report (90%/100% design completion) and the Final Report for all Work performed pursuant to this Consent Order: \$3,000 per day per violation for one to seven days and \$5,000 per day per violation for each day thereafter.

Neither the accrual of, nor demand for stipulated penalties set forth in this Section shall preclude EPA from pursuing other penalties or sanctions available to EPA for failure to comply with the requirements of this Consent Order. However, any and all stipulated penalties paid by Respondents shall be off-set against any and all civil penalties which are awarded to the United States from Respondents in any judicial or administrative proceeding for the same violation.

13.3 EPA may, in its sole discretion, not subject to Dispute Resolution ~~or~~ other review, impose a lesser or no penalty for violations of this Consent Order.

13.4 If the Respondents in good faith object to the imposition of stipulated penalties, they may invoke the Dispute Resolution procedures set forth in Section XII of this Consent Order. However, Respondents shall not dispute the sums set forth above as stipulated penalty amounts. Penalties need not be paid during the dispute period. To the extent Respondents do not prevail upon resolution of the dispute, Respondents shall pay the penalties owed within thirty (30) days of receipt of EPA's decision regarding the dispute. These penalties shall include all penalties and interest which accrued prior to and during the period of dispute. If Respondents prevail in a matter through the dispute resolution process, no penalties or interest accrued therefrom shall be due or payable.

XIV. FORCE MAJEURE AND NOTIFICATION OF DELAY

14.1 Respondent shall perform the requirements of this Consent Order within the time limits and manner set forth herein, unless the performance is prevented or delayed by events which constitute a force majeure event. Respondents shall have the burden of proving such a force majeure event. A force majeure event is defined as any event or circumstance arising from causes not reasonably foreseeable and beyond the control of Respondents, which cannot be overcome by Respondents' best efforts to avoid the delay, and which delays or prevents performance by a date or manner required by this Consent Order. The Respondents, through their Project Coordinator, shall notify EPA of any force majeure event or circumstance that will delay compliance with any requirement of this Consent Order. Such notification shall be made verbally as soon as possible but not later than two (2) calendar days after Respondents, or any one of them, become aware or through the exercise of due diligence should have become aware of any such event and in writing no later than seven (7) calendar days after Respondents, or any one of them, become aware, or through the exercise of due diligence should have become aware, of such event. Such written notification shall be certified by the Project Coordinator in accordance with Section XXI of this Consent Order and shall describe fully the nature of the delay, including how it may affect the Work, RAP and schedule; the actions that will be or have been taken to mitigate, prevent, and/or minimize further delay; and the timetable according to which the future actions to mitigate, prevent and/or minimize the delay will be taken. The Respondents shall ensure that their Project Coordinator provides Respondents with immediate notification of any project delays. The Respondents shall adopt

AR200163

all reasonable measures to avoid and minimize such delay.

14.2 To the extent Respondents intend to claim that any delay was or will be caused by a force majeure event in accordance with paragraph 14.1, Respondents shall, within fourteen (14) calendar days after Respondents become aware or through the exercise of due diligence should have become aware of such delay or anticipated delay, submit to EPA a "Notice of Force Majeure" in which Respondents demonstrate that the delay was not reasonably foreseeable, that it was caused by circumstances beyond Respondents' control which could not have been overcome by due diligence, the necessity of the proposed length of the delay, and that the Respondents took all reasonable measures to avoid and minimize delay. The Respondents shall have the burden of proving these factors to EPA. Any "Notice of Force Majeure" shall be certified by a responsible official of Respondents pursuant to paragraph 22.1(b) of this Consent Order.

14.3 Any such delay that results from a force majeure event that cannot be overcome by the Respondents' best efforts to avoid delay shall not be deemed to be a violation of Respondents' obligation(s) under this Consent Order, and shall not subject Respondents to stipulated penalties under this Consent Order for that particular delay. In such event, the schedule affected by the delay shall be extended for a period EPA deems necessary to complete the Work on an expedited basis, but no greater than a period equal to the delay directly resulting from the force majeure event. Increased costs of performance of the requirements of this Consent Order or changed economic circumstances shall not be considered circumstances beyond the control of Respondents. Delay in one item or component of Work or the RAP does not justify delay in timely achievement of other items or components, unless EPA determines in its sole unreviewable discretion that the completion of said other items are directly dependent upon completion of the item delayed due to the force majeure event. Each such item must be separately addressed and delay substantiated according to the provisions of paragraphs 14.1 and 14.2 above. Respondents' failure to obtain any necessary federal, state or local permits or approvals after Respondents have made best efforts to do so, including the making of timely and complete application therefor, will be considered a circumstance beyond Respondents' control.

14.4 Failure of the Respondents to comply with the notice requirements of paragraphs 14.1 and 14.2 above shall constitute a waiver of the Respondents' right to invoke the benefits of this Section with respect to that event.

14.5 In the event that EPA and Respondents cannot agree that any delay in compliance with the requirements of this Consent Order has been or will be caused by circumstances beyond the control of the Respondents that cannot be overcome by due diligence, the dispute shall be resolved in accordance with the provisions of Section XII (Dispute Resolution) of this Consent Order.

XV. RESERVATION OF RIGHTS

15.1 Except as expressly provided in this Consent Order, (1) all parties reserve all rights, claims, interests and defenses they may otherwise have, and (2) nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Consent Order, including the right to seek injunctive relief and/or the imposition of statutory penalties. Civil statutory penalties imposed shall be off-set by the amount of any stipulated penalties paid for the same violation, in accordance with Section XIII.

15.2 As provided by this Consent Order, EPA expressly reserves its right to disapprove of Work performed by Respondents; to halt Work being performed by Respondents if Respondents have not complied with an approved RAP or this Consent Order, or at any time EPA deems necessary to protect public health, welfare or the environment and to perform such Work; to request and require hereunder that Respondents correct and/or perform any and all Work disapproved by EPA; and/or to request or require that Respondents perform response actions in addition to those required by this Consent Order. In the event EPA requires Respondents, and Respondents decline, to correct and/or re-perform work that has been disapproved by EPA and/or to perform response actions in addition to those required by this Consent Order, EPA reserves the right to undertake such actions and seek reimbursement of the costs incurred, and/or to seek any other appropriate relief. In addition, EPA reserves the right to undertake removal and/or remedial actions at any time that such actions are appropriate under the NCP and to seek reimbursement for any costs incurred and/or take any other action authorized by law.

15.3 EPA reserves the right to bring an action against Respondents for recovery of all oversight and other response costs incurred by the United States related to this Consent Order which are not reimbursed by Respondents, as well as any other costs incurred by the United States in connection with response actions conducted at the Site.

15.4 This Consent Order concerns certain response actions (Work described in Section VIII, above) concerning the Site. Such

AR200165

response actions might not fully address all contamination at the Site. Subsequent response actions which may be deemed necessary by EPA are not addressed by this Consent Order. EPA reserves all rights including, without limitation, the right to institute legal action against Respondents and/or any other parties in connection with the performance of any response actions not addressed by this Consent Order.

15.5 Nothing in this Consent Order shall limit the authority of the On-Scene Coordinator as outlined in the NCP and CERCLA.

XVI. OTHER CLAIMS

16.1 Nothing in this Consent Order shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership, or corporation not bound by this Consent Order for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the Site.

16.2 This Consent Order does not constitute any decision on preauthorization of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. § 9611(a)(2).

16.3 By consenting to the issuance of this Consent Order, the Respondents waive any claim to reimbursement they may have under Sections 106(b), 111 and 112 of CERCLA, 42 U.S.C. §§ 9606(b), 9611 and 9612.

XVII. OTHER APPLICABLE LAWS

17.1 All Work shall be undertaken in accordance with the requirements of all applicable local, State, and Federal laws and regulations, as required by the NCP.

XVIII. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

18.1 The effective date of this Consent Order shall be five (5) business days following the date on which EPA forwards a fully executed true and correct copy to Respondents via overnight delivery.

18.2 This Consent Order may be amended by mutual agreement of EPA and the Respondents. Such amendments shall be in writing and

AR200166

shall have as their effective date the date on which such amendments ~~are~~ signed by EPA. Modifications to the EPA-approved RAP and its implementation may be made by mutual agreement of the Project Coordinators. Such modifications shall be memorialized in writing by the Project Coordinators.

18.3 Any reports, plans, specifications, schedules, or other submissions required by this Consent Order are, upon approval by EPA, incorporated into this Consent Order. Any non-compliance with such EPA-approved reports, plans, specifications, schedules, or other submissions shall be considered non-compliance with the requirements of this Consent Order and will subject the Respondents to the requirements of Section XIII (Delay in Performance and Stipulated Penalties), above. Determinations of non-compliance will be made by EPA.

18.4 No informal advice, guidance, suggestions or comments by EPA regarding reports, plans, specifications, schedules, or other submissions by the Respondents or the requirements of this Consent Order will be construed as relieving the Respondents of their obligation to obtain formal approval when required by this Consent Order, and to comply with the requirements of this Consent Order unless formally modified.

XIX. LIABILITY OF THE UNITED STATES GOVERNMENT

19.1 Neither the United States Government nor any agency thereof shall be liable for any injuries or damages to persons or property resulting from acts or omissions of Respondents, or of their employees, agents, servants, receivers, successors, or assigns, or of any persons, including, but not limited to firms, corporations, subsidiaries, contractors, or consultants, in carrying out the Work, nor shall the United States Government or any agency thereof be held out as a party to any contract entered into by Respondents in carrying out the Work.

XX. INDEMNIFICATION AND HOLD HARMLESS

20.1 Respondents agree to indemnify and save and hold harmless the United States, its agencies, departments, agents, officers employees and representatives from any and all causes of action caused by any acts or omissions of Respondents or their contractors in carrying out Work.

AR200167

XXI. REIMBURSEMENT OF COSTS

21.1 EPA shall submit to Respondents periodic and/or a final accounting of all oversight costs incurred by the U.S. Government with respect to this Consent Order, which are not inconsistent with the NCP. Unless incurred in a manner inconsistent with the NCP, oversight costs shall consist of all costs, including indirect costs, incurred by EPA, its employees, agents, contractors, consultants and other authorized and/or designated representatives in connection with EPA's oversight of the Work. Upon request, the Respondents shall have the right to examine the supporting cost documentation which EPA relied upon in preparing its periodic and/or final accounting, excluding documents which are privileged under federal law. Such request shall be in writing and must be received within fourteen (14) days from the date the Respondents receive the accounting identified in this paragraph.

21.2 If Respondents wish to challenge any portion of the costs, they shall invoke the dispute resolution procedures of Section XII. Respondents may contest the costs on the grounds that they were calculated incorrectly or that they were incurred in a manner inconsistent with the NCP.

21.3 Respondents shall, within thirty (30) calendar days of receipt of the accounting, remit a check for the amount of those costs made payable to the "Hazardous Substance Superfund".

Interest at a rate established in 4 C.F.R. § 102.13 shall begin to accrue on the unpaid balance from the day after the expiration of the thirty-day period notwithstanding any dispute or an objection to any portion of the costs. Checks shall specifically reference the Site and shall be transmitted as specified in Section XIII of this Consent Order.

XXII. CERTIFICATION OF COMPLIANCE

22.1 (a) Unless otherwise required by the terms of this Order, any notice, report, certification, data presentation, or other document submitted by Respondents under or pursuant to this Consent Order, which discusses, describes, demonstrates, or supports any finding or makes any representation concerning Respondents' compliance or non-compliance with any requirement(s) of this Consent Order shall be certified by either a responsible official of the Respondents or by the Project Coordinator for the Respondents. The term "responsible official" means: (a) a president, secretary, treasurer or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making

AR200168

functions for the corporation, or (b) the manager of one or more manufacturing facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$35 million (in 1987 dollars when the consumer price index was 345.3), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. The responsible official of a partnership or sole proprietorship means the general partner or the proprietor, respectively.

(b) The written report required by paragraph 8.11 of this Consent Order, any notice of objection described in paragraph 12.1 of this Consent Order, and any "Notice of Force Majeure", described in paragraph 14.2 of this Consent Order, shall be certified by a responsible official of Respondents.

22.2 The certification required by paragraph 22.1 of this Consent Order shall be in the following form:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature: _____
Name (print): _____
Title: _____

22.3 Submission of documents pursuant to this Consent Order which are found by EPA to contain false information shall constitute a failure to comply with this Consent Order and shall subject Respondents to stipulated penalties whether or not a responsible official of Respondents has certified the document.

XXIII. SHIPMENT OF HAZARDOUS SUBSTANCES

23.1 Respondents shall, prior to any off-site shipment of hazardous substances from the Site to an out-of-state waste management facility, provide written notification to the appropriate state environmental official in the receiving state and to EPA's Project Coordinator of such shipment of hazardous

AR200169

substances. However, the notification to EPA of shipments shall not apply to any such off-site shipments when the total volume of all such shipments will not exceed ten (10) cubic yards.

23.2 The notification required by paragraph 22.1 shall be in writing, and shall include the following information, where available: (1) the name and location of the facility to which the hazardous substances are to be shipped; (2) the type and quantity of the hazardous substances to be shipped; (3) the expected schedule for the shipment of the hazardous substances; and (4) the method of transportation of the hazardous substances. Respondents shall notify the receiving state of major changes in the shipment plan, such as a decision to ship the hazardous substances to another facility within the same state, or to a facility in another state.

23.3 The identity of the receiving facility and state will be determined by Respondents. Respondents shall provide all relevant information, including information under the categories noted in paragraph 22.1, above, on the off-site shipments, as soon as practicable, but no later than twenty-four (24) hours before the hazardous substances are actually shipped.

XXIV. DEFINITIONS

24.1 "Business Days" as used in this Consent Order shall mean every day of the week except Saturdays, Sundays and federal holidays.

24.2 "Calendar Days" as used in this Consent Order shall mean every day of the week, including Saturdays, Sundays and federal holidays.

24.3 "Days" as used herein shall mean "calendar days" unless specified otherwise.

24.4 "Work" as used in this Consent Order shall mean all requirements of this Consent Order, including any modifications necessary to perform the Work specified in paragraph 8.3.

24.5 All terms not defined herein shall have the meanings set forth in CERCLA and the NCP.

XXV. TERMINATION AND SATISFACTION

25.1 The Respondents' obligations to EPA under this Consent Order shall terminate and be deemed satisfied upon the Respondents' receipt of written notice from EPA that the Respondents have demonstrated, to the satisfaction of EPA, that all the terms of this Consent Order, including all payment of costs and penalties hereunder, have been satisfactorily completed. EPA shall not unreasonably withhold its written notice that Respondents have satisfactorily completed all the terms of this Consent Order.

XXVI. NO ADMISSION OF LIABILITY

26.1 The participation of Respondents in this Consent Order shall not be considered an admission for any purpose in any proceeding and the fact of such participation shall not be admissible as evidence against any Respondent in any proceeding other than a proceeding to enforce this Consent Order or in any action brought by any Respondent to enforce any contractual obligation imposed by any agreement among them. The findings, conclusions and determination in this Consent Order have been made by EPA and are not admitted by Respondents.

26.2 Notwithstanding any other provisions of this Consent Order nothing herein shall be interpreted so as to require Respondents to perform any work pursuant to this Consent Order, or to be penalized for failing to perform any such work, beyond the Work Specified in Section 8.3 and detailed in the attached Statement of Work.

XXVII. COVENANT NOT TO SUE

27.1 Except as otherwise expressly provided in this Consent Order, from the effective date of this Consent Order and as long as Respondents comply with the terms of this Consent Order, amendments, and subsequent modifications, and except for any proceeding to enforce its terms or collect any applicable penalties, EPA agrees not to sue or take any administrative actions against the Respondents, their successors and assigns for the Work required by the terms and conditions of this Consent Order and modifications hereto or for oversight costs incurred by EPA with respect to this Consent Order. This covenant shall not be construed to limit EPA's right to sue or take administrative action against those persons who are not a signatory to this Consent Order and who do not conduct or participate in the Removal Action pursuant to this Consent Order. Nothing herein shall be deemed to grant any rights to persons not a party to

AR200171

this Consent Order, and EPA reserves all rights against such persons.

XXVIII. CONTRIBUTION PROTECTION

28.1 With regard to claims of contribution against other Respondents for matters addressed in this Consent Order, the EPA and the Respondents hereto agree that the Respondents are entitled, as of the effective date of this Consent Order, to such protection from contribution actions or claims as provided in CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2). This Consent Order shall not discharge the liability of any of the other potentially liable persons who are not a signatory to this Consent Order. Respondents expressly reserve any and all rights of contribution they have against potentially responsible persons who are not signatories to this Consent Order for the costs Respondents have agreed to incur and will incur by entering into and complying with this Consent Order.

FOR THE RESPONDENT:

Print Name of Respondent

BY: _____
Name:
Title:

DATE: _____

FOR THE EPA:

BY: *Edwin B. Erickson*
Edwin B. Erickson
Regional Administrator
Region III
U.S. Environmental Protection
Agency

DATE: JUN 12 1992

AR200172

this Consent Order, and EPA reserves all rights against such persons.

XXVIII. CONTRIBUTION PROTECTION

28.1 With regard to claims of contribution against other Respondents for matters addressed in this Consent Order, the EPA and the Respondents hereto agree that the Respondents are entitled, as of the effective date of this Consent Order, to such protection from contribution actions or claims as provided in CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2). This Consent Order shall not discharge the liability any of the other potentially liable persons who are not a signatory to this Consent Order. Respondents expressly reserve any and all rights of contribution they have against potentially responsible persons who are not signatories to this Consent Order for the costs Respondents have agreed to incur and will incur by entering into and complying with this Consent Order.

FOR THE RESPONDENT:

Allied-Signal Inc.

Print Name of Respondent

BY: 

DATE: May 28, 1992

Name: James A. Schutt

Title: Director, Manufacturing Services

FOR THE EPA:

BY: _____

DATE: _____

Edwin B. Erickson
Regional Administrator
Region III
U.S. Environmental Protection
Agency

AR200173

this Consent Order, and EPA reserves all rights against such persons.

XIVIII. CONTRIBUTION PROTECTION

28.1 With regard to claims of contribution against other Respondents for matters addressed in this Consent Order, the EPA and the Respondents hereto agree that the Respondents are entitled, as of the effective date of this Consent Order, to such protection from contribution actions or claims as provided in CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2). This Consent Order shall not discharge the liability any of the other potentially liable persons who are not a signatory to this Consent Order. Respondents expressly reserve any and all rights of contribution they have against potentially responsible persons who are not signatories to this Consent Order for the costs Respondents have agreed to incur and will incur by entering into and complying with this Consent Order.

FOR THE RESPONDENT:

AMERICAN CYANAMID COMPANY

Print Name of Respondent

BY: 

DATE: 6/5/92

Name: C. A. Ruibal
Title: Group Vice President
Chemicals

FOR THE EPA:

BY: _____

DATE: _____

Edwin B. Erickson
Regional Administrator
Region III
U.S. Environmental Protection
Agency

AR200174

this Consent Order, and EPA reserves all rights against such persons.

XXVIII. CONTRIBUTION PROTECTION

28.1 With regard to claims of contribution against other Respondents for matters addressed in this Consent Order, the EPA and the Respondents hereto agree that the Respondents are entitled, as of the effective date of this Consent Order, to such protection from contribution actions or claims as provided in CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2). This Consent Order shall not discharge the liability any of the other potentially liable persons who are not a signatory to this Consent Order. Respondents expressly reserve any and all rights of contribution they have against potentially responsible persons who are not signatories to this Consent Order for the costs Respondents have agreed to incur and will incur by entering into and complying with this Consent Order.

FOR THE RESPONDENT:

Amoco Chemical Company

Print Name of Respondent

BY: Carol E. Vaseleski

DATE: June 4, 1992

Name: Carol E. Vaseleski

Title: Director, Environmental Protection
Amoco Corporation

FOR THE EPA:

BY:

DATE: _____

Edwin B. Erickson
Regional Administrator
Region III
U.S. Environmental Protection
Agency

AR200175

this Consent Order, and EPA reserves all rights against such persons.

XXVIII. CONTRIBUTION PROTECTION

28.1 With regard to claims of contribution against other Respondents for matters addressed in this Consent Order, the EPA and the Respondents hereto agree that the Respondents are entitled, as of the effective date of this Consent Order, to such protection from contribution actions or claims as provided in CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2). This Consent Order shall not discharge the liability any of the other potentially liable persons who are not a signatory to this Consent Order. Respondents expressly reserve any and all rights of contribution they have against potentially responsible persons who are not signatories to this Consent Order for the costs Respondents have agreed to incur and will incur by entering into and complying with this Consent Order.

FOR THE RESPONDENT:

The Sudd Company
Print Name of Respondent

BY: R.O. Lemke
Name: R.O. Lemke
Title: Counsel

DATE: May 29, 1992

FOR THE EPA:

BY: Edwin B. Erickson
Regional Administrator
Region III
U.S. Environmental Protection
Agency

DATE: _____

AR200176

this Consent Order, and EPA reserves all rights against such persons.

XXVIII. CONTRIBUTION PROTECTION

28.1 With regard to claims of contribution against other Respondents for matters addressed in this Consent Order, the EPA and the Respondents hereto agree that the Respondents are entitled, as of the effective date of this Consent Order, to such protection from contribution actions or claims as provided in CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2). This Consent Order shall not discharge the liability any of the other potentially liable persons who are not a signatory to this Consent Order. Respondents expressly reserve any and all rights of contribution they have against potentially responsible persons who are not signatories to this Consent Order for the costs Respondents have agreed to incur and will incur by entering into and complying with this Consent Order.

FOR THE RESPONDENT:

CHRYSLER CORPORATION
Print Name of Respondent

BY: Anthony E. Micale
Name: ANTHONY E. MICALE
Title: ASSISTANT SECRETARY

DATE: MAY 29, 1992

FOR THE EPA:

BY: Edwin B. Erickson
Regional Administrator
Region III
U.S. Environmental Protection
Agency

DATE: _____

AR200177

this Consent Order, and EPA reserves all rights against such persons. —

XXVIII. CONTRIBUTION PROTECTION

28.1 With regard to claims of contribution against other Respondents for matters addressed in this Consent Order, the EPA and the Respondents hereto agree that the Respondents are entitled, as of the effective date of this Consent Order, to such protection from contribution actions or claims as provided in CERCLA Section 113(f)(2); 42 U.S.C. § 9613(f)(2). This Consent Order shall not discharge the liability any of the other potentially liable persons who are not a signatory to this Consent Order. Respondents expressly reserve any and all rights of contribution they have against potentially responsible persons who are not signatories to this Consent Order for the costs Respondents have agreed to incur and will incur by entering into and complying with this Consent Order.

FOR THE RESPONDENT:

Congoleum Corporation
Print Name of Respondent

BY: *S. A. Giddings*
Name: S. A. Giddings
Title: Vice President
Manufacturing

DATE: 6/3/92

FOR THE EPA:

BY: Edwin B. Erickson
Regional Administrator
Region III
U.S. Environmental Protection
Agency

DATE: _____

AR200178

this Consent Order, and EPA reserves all rights against such persons.

XXVIII. CONTRIBUTION PROTECTION

28.1 With regard to claims of contribution against other Respondents for matters addressed in this Consent Order, the EPA and the Respondents hereto agree that the Respondents are entitled, as of the effective date of this Consent Order, to such protection from contribution actions or claims as provided in CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2). This Consent Order shall not discharge the liability any of the other potentially liable persons who are not a signatory to this Consent Order. Respondents expressly reserve any and all rights of contribution they have against potentially responsible persons who are not signatories to this Consent Order for the costs Respondents have agreed to incur and will incur by entering into and complying with this Consent Order.

FOR THE RESPONDENT:

DIAMOND STATE TELEPHONE COMPANY

Print Name of Respondent

BY: 

DATE: May 28, 1992

Name: Ernest D. Wildenhain

Title: Attorney

FOR THE EPA:

BY:

DATE: _____

Edwin B. Erickson
Regional Administrator
Region III
U.S. Environmental Protection
Agency

AR200179

this Consent Order, and EPA reserves all rights against such persons.

XXVIII. CONTRIBUTION PROTECTION

28.1 With regard to claims of contribution against other Respondents for matters addressed in this Consent Order, the EPA and the Respondents hereto agree that the Respondents are entitled, as of the effective date of this Consent Order, to such protection from contribution actions or claims as provided in CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2). This Consent Order shall not discharge the liability any of the other potentially liable persons who are not a signatory to this Consent Order. Respondents expressly reserve any and all rights of contribution they have against potentially responsible persons who are not signatories to this Consent Order for the costs Respondents have agreed to incur and will incur by entering into and complying with this Consent Order.

E. I. duPONT de NEMOURS & CO., INC.

FOR THE RESPONDENT:

JOHN B. FRAZIER
Print Name of Respondent

BY: John B. Frazier
Name:
Title: Manager - Business Programs

DATE: 6/1/92

FOR THE EPA:

BY: Edwin B. Erickson
Regional Administrator
Region III
U.S. Environmental Protection
Agency

DATE: _____

AR200180

this Consent Order, and EPA reserves all rights against such persons.

XXVIII. CONTRIBUTION PROTECTION

28.1 With regard to claims of contribution against other Respondents for matters addressed in this Consent Order, the EPA and the Respondents hereto agree that the Respondents are entitled, as of the effective date of this Consent Order, to such protection from contribution actions or claims as provided in CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2). This Consent Order shall not discharge the liability any of the other potentially liable persons who are not a signatory to this Consent Order. Respondents expressly reserve any all rights of contribution they have against potentially responsible persons who are not signatories to this Consent Order for the costs Respondents have agreed to incur and will incur by entering into and complying with this Consent Order.

FOR THE RESPONDENT:

Esschem, Inc.

Print Name of Respondent

BY: 

DATE: 5/29/92

Name: Henry M. J. [unclear]

Title: V.P./General Counsel

FOR THE EPA:

BY:

DATE: _____

Edwin B. Erickson
Regional Administrator
Region III
U.S. Environmental Protection
Agency

AR200181

Delaware Sand and Gravel Site 29

Docket No. III.92-34-04

this Consent Order, and EPA reserves all rights against such persons.

XVIII. CONTRIBUTION PROTECTION

28.1 With regard to claims of contribution against other Respondents for matters addressed in this Consent Order, the EPA and the Respondents hereto agree that the Respondents are entitled, as of the effective date of this Consent Order, to such protection from contribution actions or claims as provided in CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2). This Consent Order shall not discharge the liability any of the other potentially liable persons who are not a signatory to this Consent Order. Respondents expressly reserve any and all rights of contribution they have against potentially responsible persons who are not signatories to this Consent Order for the costs Respondents have agreed to incur and will incur by entering into and complying with this Consent Order.

FOR THE RESPONDENT:

SCM CORPORATION (ON BEHALF OF ITS FORMER
DIVISION -- GATES ENGINEERING)
Print Name of Respondent

BY: Samuel Friedman
Name: Samuel Friedman
Title: Assistant Secretary

DATE: June 10, 1992

FOR THE EPA:

BY: Edwin B. Erickson
Regional Administrator
Region III
U.S. Environmental Protection
Agency

DATE: _____

AR200182

Delaware Sand and Gravel Site 29

Docket No. III.92-24-Dc

this Consent Order, and EPA reserves all rights against such persons.

XXVIII. CONTRIBUTION PROTECTION

28.1 With regard to claims of contribution against other Respondents for matters addressed in this Consent Order, the EPA and the Respondents hereto agree that the Respondents are entitled, as of the effective date of this Consent Order, to such protection from contribution actions or claims as provided in CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2). This Consent Order shall not discharge the liability any of the other potentially liable persons who are not a signatory to this Consent Order. Respondents expressly reserve any and all rights of contribution they have against potentially responsible persons who are not signatories to this Consent Order for the costs Respondents have agreed to incur and will incur by entering into and complying with this Consent Order.

FOR THE RESPONDENT:

General Motors Corporation
Print Name of Respondent

BY: Don A. Schiemann
Name: Don A. Schiemann
Title: Attorney

DATE: June 2, 1992

FOR THE EPA:

BY: Edwin B. Erickson
Regional Administrator
Region III
U.S. Environmental Protection
Agency

DATE: _____

AR200183

this Consent Order, and EPA reserves all rights against such persons. —

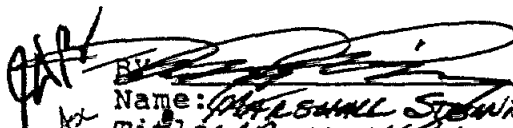
XXVIII. CONTRIBUTION PROTECTION

28.1 With regard to claims of contribution against other Respondents for matters addressed in this Consent Order, the EPA and the Respondents hereto agree that the Respondents are entitled, as of the effective date of this Consent Order, to such protection from contribution actions or claims as provided in CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2). This Consent Order shall not discharge the liability any of the other potentially liable persons who are not a signatory to this Consent Order. Respondents expressly reserve any and all rights of contribution they have against potentially responsible persons who are not signatories to this Consent Order for the costs Respondents have agreed to incur and will incur by entering into and complying with this Consent Order.

FOR THE RESPONDENT:

Hercules Incorporated/Champlain Cable Corporation
Print Name of Respondent

DATE: 5/28/92

BY: 
Name: Michael S. Steinberg
Title: Asst. Dir. Health & Environment

FOR THE EPA:

BY: Edwin B. Erickson
Regional Administrator
Region III
U.S. Environmental Protection
Agency

DATE: _____

AR200184

this Consent Order, and EPA reserves all rights against such persons. —————

XXVIII. CONTRIBUTION PROTECTION

28.1 With regard to claims of contribution against other Respondents for matters addressed in this Consent Order, the EPA and the Respondents hereto agree that the Respondents are entitled, as of the effective date of this Consent Order, to such protection from contribution actions or claims as provided in CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2). This Consent Order shall not discharge the liability any of the other potentially liable persons who are not a signatory to this Consent Order. Respondents expressly reserve any and all rights of contribution they have against potentially responsible persons who are not signatories to this Consent Order for the costs Respondents have agreed to incur and will incur by entering into and complying with this Consent Order.

FOR THE RESPONDENT:

BRIAN A. SPILLER
Print Name of Respondent

BY:

Brian A. Spiller
Name: Business Director, Environmental Remediation
Title: ICI AMERICAS, INC.

DATE:

May 29, 1992

FOR THE EPA:

BY:

Edwin B. Erickson
Regional Administrator
Region III
U.S. Environmental Protection
Agency

DATE:

AR200185

Delaware Sand and Gravel Site 29

Docket No. III.92-24-Dc

this Consent Order, and EPA reserves all rights against such persons.

XVIII. CONTRIBUTION PROTECTION

28.1 With regard to claims of contribution against other Respondents for matters addressed in this Consent Order, the EPA and the Respondents hereto agree that the Respondents are entitled, as of the effective date of this Consent Order, to such protection from contribution actions or claims as provided in CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2). This Consent Order shall not discharge the liability any of the other potentially liable persons who are not a signatory to this Consent Order. Respondents expressly reserve any and all rights of contribution they have against potentially responsible persons who are not signatories to this Consent Order for the costs Respondents have agreed to incur and will incur by entering into and complying with this Consent Order.

FOR THE RESPONDENT:

Johnson Controls Battery Group, Inc.
Print Name of Respondent

BY: James M. Thunder, Esq.
Name: James M. Thunder, Esq.
Title: Corporate Environmental Manager
Law Department

DATE: June 1, 1992

FOR THE EPA:

BY: Edwin B. Erickson
Regional Administrator
Region III
U.S. Environmental Protection
Agency

DATE: _____

AR200186

this Consent Order, and EPA reserves all rights against such persons.

XXVIII. CONTRIBUTION PROTECTION

28.1 With regard to claims of contribution against other Respondents for matters addressed in this Consent Order, the EPA and the Respondents hereto agree that the Respondents are entitled, as of the effective date of this Consent Order, to such protection from contribution actions or claims as provided in CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2). This Consent Order shall not discharge the liability any of the other potentially liable persons who are not a signatory to this Consent Order. Respondents expressly reserve any and all rights of contribution they have against potentially responsible persons who are not signatories to this Consent Order for the costs Respondents have agreed to incur and will incur by entering into and complying with this Consent Order.

FOR THE RESPONDENT:

MOTOR WHEEL CORPORATION

Print Name of Respondent

BY:

Dale R. Martin
Name: Dale R. Martin

DATE:

5/28/92

Title: Vice President, General Counsel
& Secretary

FOR THE EPA:

BY:

Edwin B. Erickson
Regional Administrator
Region III
U.S. Environmental Protection
Agency

DATE: _____

Representative for notice:

Neal T. Rountree, Attorney
The Goodyear Tire & Rubber Company
1144 East Market Street
Akron, OH 44316
(216) 796-3737
FAX: (216) 796-8836

AR200187

this Consent Order, and EPA reserves all rights against such persons.

XXVIII. CONTRIBUTION PROTECTION

28.1 With regard to claims of contribution against other Respondents for matters addressed in this Consent Order, the EPA and the Respondents hereto agree that the Respondents are entitled, as of the effective date of this Consent Order, to such protection from contribution actions or claims as provided in CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2). This Consent Order shall not discharge the liability any of the other potentially liable persons who are not a signatory to this Consent Order. Respondents expressly reserve any and all rights of contribution they have against potentially responsible persons who are not signatories to this Consent Order for the costs Respondents have agreed to incur and will incur by entering into and complying with this Consent Order.

FOR THE RESPONDENT:

OCCIDENTAL CHEMICAL CORPORATION
(successor to Diamond Shamrock
Chemicals Company)

Print Name of Respondent

BY:

Name:

Title:

Michael J. Rudick
V.P. + General Counsel
M J Rudick

DATE:

6/4/92

FOR THE EPA:

BY:

Edwin B. Erickson
Regional Administrator
Region III
U.S. Environmental Protection
Agency

DATE:

AR200188

this Consent Order, and EPA reserves all rights against such persons.

XXVIII. CONTRIBUTION PROTECTION

28.1 With regard to claims of contribution against other Respondents for matters addressed in this Consent Order, the EPA and the Respondents hereto agree that the Respondents are entitled, as of the effective date of this Consent Order, to such protection from contribution actions or claims as provided in CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2). This Consent Order shall not discharge the liability any of the other potentially liable persons who are not a signatory to this Consent Order. Respondents expressly reserve any and all rights of contribution they have against potentially responsible persons who are not signatories to this Consent Order for the costs Respondents have agreed to incur and will incur by entering into and complying with this Consent Order.

SCA SERVICES, INC. (for itself and as successor to Stanley J. Twardus & Sons, Inc.)

WASTE MANAGEMENT OF DELAWARE, INC.

FOR THE RESPONDENTS:

Print Name of Respondents

BY:

Name: Peter J. Kelly

Title: Counsel for Respondents

DATE:

June 1, 1992

FOR THE EPA:

BY:

DATE:

Edwin B. Erickson
Regional Administrator
Region III
U.S. Environmental Protection
Agency

AR200189

Delaware Sand and Gravel Site 29

Docket No. III.92-24-Dc

this Consent Order, and EPA reserves all rights against such persons.

XXVIII. CONTRIBUTION PROTECTION

28.1 With regard to claims of contribution against other Respondents for matters addressed in this Consent Order, the EPA and the Respondents hereto agree that the Respondents are entitled, as of the effective date of this Consent Order, to such protection from contribution actions or claims as provided in CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2). This Consent Order shall not discharge the liability any of the other potentially liable persons who are not a signatory to this Consent Order. Respondents expressly reserve any and all rights of contribution they have against potentially responsible persons who are not signatories to this Consent Order for the costs Respondents have agreed to incur and will incur by entering into and complying with this Consent Order.

FOR THE RESPONDENT:

Standard Chlorine of Delaware, Inc.
Print Name of Respondent

BY: Margaret L. Wiener
Name: MARGARET L. WIENER
Title: VP/General Counsel

DATE: May 29, 1992

FOR THE EPA:

BY: Edwin B. Erickson
Regional Administrator
Region III
U.S. Environmental Protection
Agency

DATE: _____

AR200190

this Consent Order, and EPA reserves all rights against such persons.

XXVIII. CONTRIBUTION PROTECTION

28.1 With regard to claims of contribution against other Respondents for matters addressed in this Consent Order, the EPA and the Respondents hereto agree that the Respondents are entitled, as of the effective date of this Consent Order, to such protection from contribution actions or claims as provided in CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2). This Consent Order shall not discharge the liability any of the other potentially liable persons who are not a signatory to this Consent Order. Respondents expressly reserve any and all rights of contribution they have against potentially responsible persons who are not signatories to this Consent Order for the costs Respondents have agreed to incur and will incur by entering into and complying with this Consent Order.

FOR THE RESPONDENT:

Tyco Laboratories Inc.
Print Name of Respondent

BY: Richard L. Dunn

DATE: 5-27-92

Name: Richard L. Dunn

Title: Treasurer

FOR THE EPA:

BY: Edwin B. Erickson

DATE: _____

Edwin B. Erickson
Regional Administrator
Region III
U.S. Environmental Protection
Agency

AR200191

this Consent Order, and EPA reserves all rights against such persons.

XXVIII. CONTRIBUTION PROTECTION

28.1 With regard to claims of contribution against other Respondents for matters addressed in this Consent Order, the EPA and the Respondents hereto agree that the Respondents are entitled, as of the effective date of this Consent Order, to such protection from contribution actions or claims as provided in CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2). This Consent Order shall not discharge the liability any of the other potentially liable persons who are not a signatory to this Consent Order. Respondents expressly reserve any and all rights of contribution they have against potentially responsible persons who are not signatories to this Consent Order for the costs Respondents have agreed to incur and will incur by entering into and complying with this Consent Order.

FOR THE RESPONDENT:

UNITED CORPORATION

Print Name of Respondent

BY: 

DATE: 5-27-92

Name: MICHAEL D. FULLWOOD

Title: GROUP VP FINANCE & ADMINISTRATION

FOR THE EPA:

BY:

DATE:

Edwin B. Erickson
Regional Administrator
Region III
U.S. Environmental Protection
Agency

AR200192